

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

MICROSOFT CORPORATION, a Washington corporation,

No. 2:16-cv-01234-RSM

**Plaintiff,**

## STIPULATED PERMANENT INJUNCTION

V.

AVENTIS SYSTEMS, INC., a Georgia  
Corporation,

## Defendants.

## STIPULATION

Plaintiff Microsoft Corporation and Defendant Aventis Systems, Inc., by and through their respective counsel of record, hereby stipulate and agree to entry of the permanent injunction below.

1 DATED this 8th day of November, 2017.

2  
3 DAVIS WRIGHT TREMAINE LLP  
4 Attorneys for Plaintiff Microsoft Corp.

5 SIMBURG, KETTER, SHEPPARD & PURDY, LLP  
6 Attorneys for Aventis Systems, Inc.

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## 12 PERMANENT INJUNCTION

13 Pursuant to the above stipulation of the parties, IT IS HEREBY ORDERED that  
14 Defendant Aventis and its directors, principals, officers, successors and assigns are enjoined  
15 and restrained from:

16 1. Copying or making any other infringing use or infringing distribution of  
17 Microsoft's software and other intellectual property, including product activation keys  
18 decoupled from their original licensed software;

19 2. Manufacturing, assembling, producing, distributing, offering for distribution,  
20 circulating, selling, offering for sale, advertising, importing, promoting or displaying any  
21 Microsoft software or other intellectual property bearing any simulation, reproduction,  
22 counterfeit, copy, or colorable imitation of any of Microsoft's registered trademarks, service  
23 marks, or copyrights, except as permitted by law or as otherwise authorized or allowed by  
24 Microsoft;

25 3. Using any simulation, reproduction, counterfeit, copy, or colorable imitation of  
26 Microsoft's registered trademarks, service marks or copyrights in connection with the  
27 manufacture, assembly, production, distribution, offering for distributing, circulation, sale,

1 offering for sale, import, advertisement, promotion, or display of any software, component,  
2 and/or other item not authorized or licensed by Microsoft;

3       4.     Using any false designation of origin or false or misleading description or false  
4 or misleading representation that can or is likely to lead the trade or public or individuals  
5 erroneously to believe that any software, component, and/or other item has been manufactured,  
6 assembled, produced, distributed, displayed, licensed, sponsored, approved or authorized by or  
7 for Microsoft, when such is not true in fact;

8       5.     Engaging in any other activity constituting an infringement of any of  
9 Microsoft's trademarks, services marks, and/or copyrights, or of Microsoft's rights in, or right  
10 to use or to exploit, such trademarks, services marks and/or copyrights; and/or

11       6.     Assisting, aiding, or abetting any other person or business entity in engaging in  
12 or performing any of the activities listed above.

13  
14                   DATED THIS 8th day of November, 2017.

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18                   RICARDO S. MARTINEZ  
19                   CHIEF UNITED STATES DISTRICT JUDGE  
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